BRUHAT BENGALURU MAHANAGARA PALIKE

TENDER DOCUMENT – KW3

(WORKS COSTING LESS THAN Rs. 100 LAKHS)

Name of Work: Improvements to Roads and Drains at Akshyanagara and Surrounding area in Ward No 03

Estimate Cost: 75.00 Lakhs

Section	Description
1	INVITATION FOR TENDERS (IFT)
2	INSTRUCTIONS TO TENDERERS (ITT)
3.	QUALIFICATION INFORMATION
4.	FORM OF TENDER, LETTER OF ACCEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM
5.	CONDITIONS OF CONTRACT (CC)
6.	CONTRACT DATA
7	SPECIFICATIONS
8	DRAWINGS
9.	BILL OF QUANTITIES
10.	FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

Executive Engineer
Bruhat Bengaluru Mahanagara Palike
Yelahanka, Division

BRUHAT BENGALURU MAHANAGARA PALIKE

No: BBMP/EE/YNK.D/E-PMT/09 / 2020-21

Office of the Executive Engineer
Yelahanka division, Bangalore – 560064
Dated : **29-01-2021**

INVITATION FOR TENDER (IFT)
(Short term- Tender Notification)
(Two Cover System)
(Through **GOK e–Procurement Portal** only)

1. The Executive Engineer Yelahanka Division invites tenders on behalf of the commissioner, BBMP, Bengaluru from eligible Tenderers for the construction of works detailed in the table below. The tenderers may submit tenders for works given in the table through e-procurement portal of the Government of Karnataka (viz https://eproc.karnataka.gov.in).The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderers to qualify for award of the contract **as per standard tender document KW-01, KW-2, KW-3 and KW-4**
2. Tenders must be accompanied by Earnest Money Deposit specified for the work in the table below. Earnest money deposit will have to be submitted EMD Declaration Copy (As per Government order No:FD/675/expe-12/2020 Bangalore Dated 22-12-2020)
3. Tenders must be submitted online through e-procurement portal on or before 16.00 hours on **12-02-2021** and the opening of tenders will be as per the e-procurement portal guidelines.
4. GST Shall be Paid to the tendered amount separately
5. Other details can be seen in the tender documents.

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Sl. No.	Name of the Work	Est. Cost	Category	Cost of Tender form in Rs. (Non-Refundable)	Period of Completion
01	Developments of roads and drains at Venkatala and Venkatala Janatha colony in ward no 01 of Yelahanka sub division	200.00	-	As per e-Procurement Portal	03 Months
02	construction of compound wall and improvements to yelahanka Govt High school premises at yelahanka old town in ward no -01	100.00	-	As per e-Procurement Portal	06 Months
03	Providing Street Name board, Fabrication of shed for boating flatform and construction of Rangamandhira at venkatala governament school in ward no - 01 of yelahanka Sub division.	100.00	-	As per e-Procurement Portal	03 Months
04	Improvements to kalyani at yelahanka lake in kempegowda ward no -01	100.00	-	As per e-Procurement Portal	06 Months
05	Improvements to Roads and Drains at Ambabhavani Layout (Part-1) in Ward No 03	65.00	-	As per e-Procurement Portal	03 Months
06	Improvements to Roads and Drains at Ambabhavani Layout (Part-2) in Ward No 03	60.00	-	As per e-Procurement Portal	03 Months
07	Improvements to Roads and Drains at Deo Marvel Layout and Surrounding Area in Ward No 03	75.00	-	As per e-Procurement Portal	03 Months
08	Improvements to Roads and Drains at Sai Nagara 2 and Surrounding area in Ward No 03	65.00	-	As per e-Procurement Portal	03 Months
09	Improvements to Roads and Drains at Akshyanagara and Surrounding area in Ward No 03	75.00	-	As per e-Procurement Portal	03 Months
10	Improvements to roads and drains at Attur Layout surrounding areas in ward no:03	65.00	-	As per e-Procurement Portal	03 Months
11	Improvements to Roads at SFS 707 and Surrounding area in Ward No 03	58.00	-	As per e-Procurement Portal	03 Months
11	Improvements to Drains at SFS 707 and Surrounding area in Ward No 03	76.00	-	As per e-Procurement Portal	03 Months
12	Improvements to Roads and Drains at Sharada Nagara in Ward No 04	98.00	-	As per e-Procurement Portal	03 Months

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13	Providing Energy efficient and LED Street lights and Wires around Kempegowda ward no:01	25.00	Others	As per e-Procurement Portal	03 Months
14	Providing street name Boards in ward no:03 of Yelahanka Satellite Town Sub Division	50.00	ST	As per e-Procurement Portal	03 Months
15	Improvements of Anganawadi buildings and Improvements of Government school buildings in ward no:04 of Yelahanka satellite town sub division	100.00	-	As per e-Procurement Portal	06 Months
16	Providing Energy efficient LED Street lights control Switches and Wires around ward no:04	25.00	Others	As per e-Procurement Portal	03 Months

Note: Eligibility & Class of Contractors:

1) Class IV - Upto Rs 01.00 Lakh
2) Class III - Upto Rs 10.00 Lakhs
3) Class II - Upto Rs 25.00 Lakhs
4) Class I B - Upto Rs 100.00 Lakhs
5) Class I - Any amount

Calendar of events:

- Pre bid meeting will be held on **08-02-2021** at 15.00 hours in the office of the Executive Engineer (Yelahanka Division) to clarify the issue and to answer questions on any matter that may be raised at that stage as stated in "Instructions to Bidders" of the bidding document.
- Date of Opening of Technical Bids and Financial Proposals is **15-02-2021 after 16:00** hours

ESSENTIAL CONDITIONS:

1. The Tender Notification along with Blank Tender Form will be accessible in the website of GOK e- Procurement Platform **(http://eproc.karnataka.gov.in) website.**
2. The interested contractors / suppliers may download the tender documents. The contractors may choose or otherwise attending the pre-bid meeting indicated in the Invitation for Tender
3. Tender documents may be downloaded from Government of Karnataka e-Procurement website **http://eproc.karnataka.gov.in** under login for Contractors. Aspiring Bidders/Contractors who have not registered in e-procurement should register before participating through the website https://eproc.karnataka.gov.in or contact e-Procurement Helpdesk at 080 – 22485867 / 22485927.
4. The contractors shall submit the digitally signed tenders electronically on or before the date and time of submission published in the e-procurement portal along with stipulated EMD notified in the tender document.
5. The contractor / supplier shall attach scanned DD or Bank Guarantee (for EMD) along with the bid on e-procurement portal and submit the original Bank Guarantee on before the last date and time notified in the Tender Document to the Tender Inviting authority.

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6. The tenders will be evaluated only on confirmation of receipt of payment of EMD.
7. The Tender will remain valid for **180 Days** from the Date of Opening of Tender.
8. The Contractor is not eligible for submission of application for tender form if he has not put the tender after purchase of the tender document continuously for three times.
9. The Successful tenderer will have to execute an agreement with BBMP within **seven days** of receipt of intimation of Letter of Acceptance, failing which his tender will be summarily rejected without giving any further Notice.
10. The Contractor / Agency shall intimate the change, if any, in any of the addresses, in advance or maximum within one week of such change along with acknowledgement of noting down of such change in address from the bank, Income tax, GST authorities etc. Failure to do so liability lies on the Contractor / Agency what so ever.
11. The Work shall be commenced with all Men, Material Tools and Plants within 7 days from the Date of Work Order, failing to which it would be presumed that the Successful Tenderer is not interested in the Work and Action will be taken to get the Work executed through Alternate Agency at the risk and cost of the Former Tendered.
12. Defect Liability Period (DLP) and Maintenance Period will be as per Commissioner Order No: D/¸J¸ï.Dgï/G-5317/2012-13 ¢£ÁAPÀ: 28.09.2012
13. FSD will be refunded only after Defect Liability Period (DLP) as per Condition 12.
14. Tenders must be accompanied by Earnest Money Deposit specified for the work in the Table below. Earnest Money Deposit will have to be in any one of the forms as specified in the Tender document and shall have to be valid for **90 days** beyond the validity of the tender.
15. For Asphalting works, like Pothole filling, Chip Carpeting, B.M & B.C etc., those who own their hot mix plant & mechanical paver only need apply. Such of those tenderer will have to furnish the list of machinery equipment along with the copy of the Registration Certificate at the time of scanning of tender documents.
16. Frequency of the Quality tests of all the materials and other tests have to be conducted by contractor as per Specifications for Road and Bridge Works (5th Revision) and IRC:SP:11-1984 Handbook of Quality Control for Construction of Roads and Runways, IRC:SP:112-2017 Manual for Quality Control in Road and Bridge Works, IRC:SP:47-1998 Guidelines on Quality Systems for Road Bridges (Plain, Reinforced, Prestressed), RC:SP:57-2000 Guidelines for Quality Systems for Road Construction and Composite Concrete and SP:7-2005 National Building Code of India & other relevant Indian standards in his laboratory or any other Laboratory assigned by the BBMP on his own cost in presence of Engineer/ consultants appointed by BBMP.
17. As per Govt. Order No: LD 300/LET/2006, Dated: 18.07.2007, 1% of the bill amount will be deducted and remitted to Karnataka State Building & Other Construction Employees Welfare Board.
18. The Tenderers are advised to note the minimum qualification criteria specified in clause 3 of the Instructions to Tenderers to qualify for award of the contract **(Standard Tender Document KW 1 & 2** also Tenderers are advised to go through the Standard Bid Documents.
19. Any Corrigendum / Modification will be notified in the Notice Board of the Undersigned.
20. The BBMP reserves the right to accept/reject any or all tenders without assigning any reasons what so ever.
21. **Successful Tenderer should deliver to the employer a security deposit equivalent 3% of the Contract price in form of DD / Bank Guarantee in favour of Commissioner BBMP otherwise action will be initiated as per Standard Bid document clauses.**
22. **An additional security for unbalanced bids (difference amount 50%) in the form of DD/ Bank Guarantee to be submitted in favour of Commissioner BBMP to the undersigned before opening of the technical bid otherwise there bids will be rejected.**

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23. The Tender Accepting Authority shall have the power to accept or to reject any tender without assigning any reason thereof.
24. GST will be paid to the tendered amount separately only for 2018-19 schedule of rates and for GST/VAT is included in other than 2018-19 schedule of Rates.
25. As per Government Circular No. CI 81 MMN 2014 Dt: 18.02.2014 & ಗಭೂಇ:ಡಿಪಿಬಿ/ಕಗಗು/ರಾ.ಪ.ಕೋ/2013–14 ದಿನಾಂಕ: 13.03.2014 the contractors are liable to pay royalty in terms of the contract if they are not able to produce the materials purchased document / MDP's from where they purchase.
26. Black Listed Contractors / in Govt. / Quasi Govt. / Boards / BBMP etc., are not eligible to quote, if found such Tenders will be rejected.
27. All the participants should produce all the original documents for verification whenever necessary.
28. The work shall be carried out as per the directions of the BBMP and if necessary in coordination with BESCOM, BWSSB, Other Utility Agencies and Engineer in charge of Work.
29. No Joint Venture / Consortium is permissible.
30. The Work shall be commenced with all Men and Machinery within 7 days from the Date of Work Order, failing which it would be presumed that the Successful Tenderer is not interested in the Work and Action will be taken to get the Work executed through Alternate Agency at the risk and cost of the Former Tenderers.
31. Conditional Tenders will not be entertained and they are summarily rejected.
32. Further particulars can be had from the office of the Executive Engineer, Yelahanka Division, and BBMP during the working days between 10.00 A.M. to 5.30 P.M.
33. The Construction Debris Generated from Work Shall be dumped in Designated Dumping Yards Only.
34. If the Contractor has any liability whatsoever to the BBMP / Govt the same will be deducted from the Contractors bills.
35. Bidder shall submit the bids electronically before the stipulated date and time for the submission published in e-procurement portal. No tenders can be submitted after the due date and time as the portal will not accept late tenders.
36. The contractor / supplier can modify and correct or upload any other relevant document in the portal before last date and time of submission on e-portal. No modifications or withdrawal of tender is possible the closing time of the submission of the tender.
37. In the event of the specified date of tender opening being declared a holiday for the tender inviting authority, the tenders will be opened the next immediate working day.
38. As per Commissioner inter Office Note No:D/ಜಆಠ/1629/18-19 Dated:18-08-2018. The Contractors to Implement/Entrusted the works in 3 shifts round the clock.
39. Bidders Should Submit the **one set of Hard Copy with spiral Binding of all documents which are uploaded in the e-portal to this office before opening the technical bid.** Otherwise their bid will be rejected.
40. The Bidder /Contractors should shall not Quote below the minimum labour rates prevailing @ the time of Tender Notification. If so they shall be provide the Rate Analyses for the same. (To be uploaded in e-procurement plat form).
41. The Works reserved for SC/ST category relaxation of Tender clauses will be applicable as per Government order No: FD 876 Exp-12/2017, Dated: 10-10-2017.

Sd/-
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Yelahanka Division

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Copy to:

1. The Commissioner, BBMP for kind information.
2. **Copy submitted to the Special Commissioner (Projects) for kind information.**
3. **Copy submitted to the Addl. Commissioner (Finance) & Tender bulletin officer, BBMP for requesting to publish the tender notification in tender bulletin.**
4. **Copy submitted to the Joint Commissioner (Yelahanka) for kind information.**
5. **Copy submitted to the Engineer-In-Chief for kind information.**
6. **Copy submitted to the Chief Engineer (Yelahanka) for kind information.**
7. **Copy submitted The Deputy Commissioner (Bengaluru Urban) for kind information & requested to arrange for publication and to send a copy of the same to this Office for further action.**
8. **Copy submitted to Chief Auditor / Chief Account officer for kind information**
9. **Copy submitted to A.C.F (Yelahanka) for information.**
10. Copy to Public Relationship Officer, BBMP with request to make arrangements for publication of notification in two leading daily Kannada and English Bangalore based Newspapers as the case may be within next two days & requested to communicate the same to this Office as early as possible.
11. **Copy to Acct. Suptd. / Cashier of Division office for Necessary Action..**
12. **Copy to IT Advisor with Soft copy for needful action to place in the BBMP website.**
13. **Copy to Store Keeper/ Records Section, Mayo Hall, Bangalore for information and need full action.**
14. **Copy to Assistant Executive Engineer (Yelahanka sub Division and Satellite Town Sub Division) for Information & Necessary Action.**
15. **Notice Board / Office Copy.**

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A. General

1. Scope of Tender

1.1 The Executive Engineer, Yelahanka Division, Yelahanka Zone, BBMP Bangalore Referred to as Employer in these documents) invites tenders following Two Cover tender procedure, from eligible Tenderers, for the construction of works (as defined in these documents and referred to as "the works") detailed in the Table given in the Invitation for Tenders (IFT). The Tenderers may submit tenders for any or all of the works detailed in the table given in IFT.

2. Eligible Tenderers

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka

2.2 **Tenders from Joint ventures are not acceptable.**

3. Qualification of the Tenderer:

3.1 All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification information.

3.2 To qualify for award of this contract, each Tenderer in its name should have in the last five years i.e., ,, 2015-16,2016-17, 2017-18, 2018-19, 2019-20

(a) achieved in at least two financial years a minimum financial turnover (in all classes of Civil Engineering construction works only of Rs. 134.00 Lakhs,

(b) satisfactorily completed (at least 50% of the contract value), as prime contractor, at least one similar nature of work value not less than Rs 34.00 Lakhs.

(c) executed in any one year, the following minimum quantities of work:

(d)	Eathwork excavation	- 800.00 Cum
(e)	PCC and RCC	- 382.00 Cum
(f)	TMT steel	- 17.00 Tonne
(g)	Pre Cast cover Slab	- 670.00 Sqm

(h) 3.3 Each Tenderer should further demonstrate:

(a) Availability by owning at least 50% of the required/Specified key and critical equipment for this work and

(b) The remaining 50% can be deployed on lease/hire basis for all works provided, the relevant documents (Commitment agreements etc.) for availability for this work are furnished:

Machineries could be on Lease/Hire/Ownership:

1. Water tanker	:	1 N0
2. Needle Vibrator	:	1 No
3. Concrete mixer Machine	:	1 No
4. Tipper	:	1 No
5. Excavator	:	1 No

liquid assets and /or availability of credit facilities of no less than Rs. 21.00 Lakhs (Credit lines/ letter of credit/ certificates from nationalized banks for meeting the fund requirement etc

3.4 To qualify for a package of contracts made up of this and other contracts for which tenders are invited in this IFT, the Tenderer must demonstrate having experience and resources to meet the aggregate of the qualifying criteria for the individual contracts.

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C. Preparation of Tenders

6. Documents comprising the Tender

6.1 The tender submitted by the Tenderer shall be in two covers and shall contain the documents as follows::

6.1.1 First Cover: (Only online)

(a) Earnest Money Deposit; on line payment through e-Procurement platform.

(c) Qualification Information as per formats given in **Section 3; Qualification Information.**

6.1.2 Second Cover: (Only online)

(a) The Tender (in the format indicated in Section 4)

(b) Priced Bill of Quantities (Section 9); online through e-procurement portal, no hardcopy of commercials should be attached or disclosed.

and any other materials required to be completed and submitted by Tenderers in accordance with these instructions. The documents listed under Sections 3, 4, 6 and 9 shall be filled in without exception.

6.2 Tenderers submitting tenders together with other contracts stated in the IFT to form a package will so indicate in the tender together with any discounts offered for the award of more than one contract.

7. Tender prices

7.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.

7.2 The Tenderer shall fill in rates and prices and line item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total tender price (both in figures and words). **Items for which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made online only before the submission of the bid.**

7.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.

7.4 The rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with the provisions of Clause of the Conditions of Contract

8. Tender validity

8.1 Tenders shall remain valid for a period not less than ninety days after the deadline date for tender submission specified in Clause 12. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.

8.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 9 in all respects.

9. Earnest money deposit

9.1 Earnest Money Deposit/ Bid security

The supplier/contractor can pay the Earnest Money Deposit (EMD) in the e-Procurement portal using any of the following payment modes: **(Minimum of Rs. 50000/- for works where amount put to tender is less than 1.00 Crore and the balance amount by Bank Guarantee issued by Nationalized/Scheduled Bank.)**

The amount of EMD is Rs. 150000/-, for this amount, Rs. 50000/- in the following form;

- Credit Card
- Direct Debit
- National Electronic Fund Transfer (NEFT)
- Over the Counter (OTC)

and balance of Rs.100000/- in the form of Bank Guarantee issued by Nationalized/Scheduled Bank.

The Original Bank Guarantee should be handed over to the Executive Engineer, Yelahanka Division, BBMP Bangalore-64 by the bidders at the time of opening of Technical Bid for verification. Non compliance leads to the rejection of the Technical Bid.

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Description of Work	Place & State	Contract No. & Date	Name and Address of Employer	Value of Contract (Rs. lakhs)	Stipulated period of completion	Value of works[2] remaining to be completed (Rs. lakhs)	Anticipated date of completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
–							
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(B) Works for which Tenders already submitted:

Description of Work	Place & State	Name and Address of Employer	Estimated value of works (Rs. lakhs)	Stipulated period of completion	Date when decision is expected	Remarks if any
(1)	(2)	(3)	(4)	(5)	(6)	(7)

1.6. The following items of equipment are considered essential for successfully carrying out the works. The Tenderer should furnish all the information listed below.

Item of Equipment	Requirement No.	Capacity	Owned	Owned and available Number/ Capacity	Age/ Condition	Remarks

As per Section-2 A-General Clause 3.3 (a) & (b)

1.7 Reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the last five years;

1.8 Qualification and experience of the key technical and management personnel in permanent employment with the tenderer and those that are proposed to be deployed on this contract, if awarded.

1.9. Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.

1.10 Evidence of access to financial resources to meet the qualification requirement specified in ITT Clause3.3 (b): Cash in hand, Letter of Credit etc. List them below and attach certificate from the Banker in the suggested format as under:

BANKER'S CERTIFICATE

This is to certify that M/s ..... is a reputed company with a good financial standing. If the contract for this work, namely Improvements to Roads and Drains at Akshyanagara and Surrounding area in Ward No 03 is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of **Rs 21.00 Lakhs** to meet the working capital requirements for executing the above contract.

Sd/-
Name of the Bank, Senior Bank Manger
Address:

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Yelanan..., Division

(letterhead paper of the Employer)

_____ [date]

To: _____ [name and address of the Contractor]

Dear Sirs,

This is to notify you that your Tender dated _____ for execution of the

Description of the Works :

Improvements to Roads and Drains at Akshyanagara and Surrounding area in Ward No 03

the Contract Price of Rupees ( ) [amount in words and figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security deposit in the form detailed in Clause 25.1 of ITT for an amount of Rs.———— within 20 days of the receipt of this letter of acceptance valid up to 30 days from the date **of expiry of Defects Liability Period i.e. up to 2 Years and sign the contract, failing which action as stated in Para 25.4 of ITT will be taken.**

Yours faithfully,

Authorized Signature

Name and Title of Signatory

Name of Agency

-

Issue of Notice to proceed with the work

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Conditions of Contract

A. General

1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Tender.
Compensation events are those defined in Clause 34 hereunder.
The **Completion Date** is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 38.1
The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.3 below.
The **Contract Data** defines the documents and other information which comprise the Contract.
The **Contractor** is a person or corporate body whose Tender to carry out the Works has been accepted by the Employer.
The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the Employer.
The **Contract price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
Days are calendar days; **months** are calendar months.
A **Defect** is any part of the Works not completed in accordance with the Contract.
The **Defects liability period** is the period named in the Contract Data and calculated from the Completion Date.
The **Employer** is the party who will employ the Contractor to carry out the Works.
Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
The **Initial Contract price** is the Contract Price listed in the Employer's Letter of Acceptance.
The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.
Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.
Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.
The **Site** is the area defined as such in the Contract Data.
Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.
The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.
A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.
A **Variation** is an instruction given by the Employer which varies the Works.
The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

(1) Agreement
(2) Letter of Acceptance, notice to proceed with the works
(3) Contractor's Tender

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(ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures;

(A) prevent loss or damage to physical property from occurring by taking appropriate measures or

(B) insure against such loss or damage

12. Contractor's risks

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Queries about the Contract Data

13.1 The Employer will clarify queries on the Contract Data.

14. Contractor to construct the Works

14.1 The Contractor shall construct the Works in accordance with the Specification and Drawings.

15. The Works to be completed by the Intended Completion Date

15.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Intended Completion Date.

16. Safety

16.1 The Contractor shall be responsible for the safety of all activities on the Site.

17. Discoveries

17.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

18. Possession of the Site

18.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

19. Access to the Site

19.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

20. Instructions

20.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.

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D . Cost Control

29. Bill of Quantities (BOQ)

29.1 The BOQ shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.

29.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the BOQ for each item

30. Variations

30.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him

(a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ);
(b) Omit any item of work;
(c) Change the character or quality or kind of any item of work;
(d) Change the levels, lines, positions and dimensions of any part of the work;
(e) Execute additional items of work of any kind necessary for the completion of the works; and
(f) Change in any specified sequence, methods or timing of construction of any part of the work.

30.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the contract.

30.3 Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.

30.4 The Contractor shall promptly request in writing the Employer to confirm verbal orders and if no such confirmation is received within 30 days failing which the work shall be carried out as though there is no variation. In case variation is approved it shall be accompanied by BOQ, failing which the contractor shall be responsible for deviation if any. Further approval of Govt. has to be obtained for the variation exceeding 5%

31. Payments for Variations

31.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.

31.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

31.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract

31.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 31.1 or 31.2 or 31.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.

31.5 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer's own forecast of the effects of the Variation on the Contractor's costs.

31.6 If the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

31.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

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F. Special Conditions of Contract

1. Labour :

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

2. Compliance with labour regulations :

During continuance of the contract, the Contractor and his sub contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

3. Protection of Environment:

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

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SECTION 6: CONTRACT DATA

Items marked "N/A" do not apply in this Contract.

The following documents are also part of the Contract: **Clause Reference**

The Employer is :

[1.1]

Address: The Executive Engineer, Yelahanka Division BBMP Bangalore

Name of authorized Representative:

The name and identification number of the Contract is

Improvements to Roads and Drains at Akshyanagara and Surrounding area in Ward No 03 The start date shall be the date of issue of notice to proceed with the work. Section 4

The Intended Completion Date for the whole
of the Works is Four Months with the following milestones

The Site Possession Date is: One week after the issue of work order. [18]

The Site is located at in Yelahanka Bangalore-64. [1.1]
And is defined in drawings nos.
The Defects Liability Period is 1 Years [27]

The liquidated damages for the whole of the works are [36]
Rs. 0.10 % of contract price per day

The maximum amount of liquidated damages for the whole of the works
is ten percent of final contract price.

The date by which "as-built" drawings (in scale 1:100) in 2 sets are required is within 30 days of issue of certificate of completion [41]

The amount to be withheld for failing to supply "as built" drawings or supply of Operation and Maintenance Manuals by the date required is Rs. 25000.00 [41]

The following events shall also be fundamental breach of the contract : [42.2]

1. The contractor has contravened Sub-clause 7.1 and Clause 9 of CC.

The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works shall be 30 percent. [43.1]

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BRUHAT BENGALURU MAHANAGARA PALIKE

YALAHANKA ZONE

Executive Engineer, Yelhanka Division, BBMP, Bengaluru -64

Name of Work:- Improvements To Roads And Drains At Akshya Nagara and Surrounding Area In Ward No.03

DRAFT TENDER SCHEDULE-B

Sl No	Description of Items	Unit	Qty	Rate in Rs	
				Rate in Figures	Rate in Words
1	Earthwork excavation by manual means for roads, drains & similar works in ordinary soil invoiving , excavated surface leveled & sides neatly dressed , the disposed earth to be levelled neatly after breaking of clods complete As per Engineer In-Charges	Cum	1001.88		
2	Providing and laying Plain cement concrete of mix 1:3:6 with OPC @ 220kgs, with crushed 40mm and down size graded granite metal coarse aggregates @0.89cum and fine aggregates @ 0.46cum, in foundation mechanically mixed, placed in foundation and compacted by vibration including curing for 14 days including cost of all materials, labour, HOM curing, form works, scaffolding and centering complete as per specifications. As per Engineer In-Charges	Cum	150.28		
3	Providing and laying plain/reinforced cement concrete for side drains using M20 nominal mix concrete with OPC at 300 kgs. with 20mm and down size granite metal coarse aggregates at 0.69 cum and fine aggregates at 0.43 cum machine mixed, well compacted for walls and bottom including centering, shuttering, cost of materials, HOM of machinery, curing etc., complete excluding cost of steel as per MORTH specification No. 1500, 1700, 2200. including cost of materials, labour, HOM complete as per specificationsdo- Wall & bottom thickness 15cm As per Engineer In-Charges	Cum	327.89		

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4	Providing T.M.T. steel reinforcement for R.C.C. work including straightening, cutting, bending, hooking, placing in position, lapping and/or welding wherever required, tying with binding wire and anchoring to the adjoining members wherever necessary complete as per disign (laps, hooks and wastage shall not be measured and paid) cost of materials, labour, As per Engineer In-Charges	Tonne	21.31			
5	Providing and Fixing pre cast covering Slab made out of CC 1:2:4 with 10cm thick and Finishing cutting ,including form work,curing,including cost of alll materials, labour,hire charges of machinery,loading,unloading,lead and lift,transportation etc ,copmplete.(Data Rate) As per Engineer In-Charges	Sqm	819.72			

SECTION-9 BILL OF QUANTITIES

SECTION 10: FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To: Executive Engineer,
Yelahanka Division Bangalore-64

WHEREAS _____ (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute Improvements to Roads and Drains at Akshyanagara and Surrounding area in Ward No 03

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs._____Rupees_____ _____, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor _____

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